

1 BILL NO. S-88-12-36

2 SPECIAL ORDINANCE NO. S- 11-89

3 AN ORDINANCE approving the awarding of
4 Reference #863 by the City of Fort
5 Wayne, Indiana, by and through its
6 Department of Purchasing and Independent
7 Energy Co. for the City Utilities
8 Garage.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
10 THE CITY OF FORT WAYNE, INDIANA;

11 SECTION 1. That Reference #863 between the City of
12 Fort Wayne, by and through its Department of Purchasing and
13 Independent Energy Co. for the City Utilities Garage,
14 respectfully for:

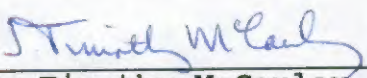
15 the purchase of grease/oil for the City
16 fleet maintenance in 1989 through the
17 City Utilities Garage;

18 involving a total cost of Twenty-five Thousand and no/100
19 Dollars (\$25,000.00), all as more particularly set forth in
20 said Reference #863 which is on file in the Office of the
21 Department of Purchasing, and is by reference incorporated
22 herein, made a part hereof, and is hereby in all things
23 ratified, confirmed and approved.

24 SECTION 2. That this Ordinance shall be in full force
25 and effect from and after its passage and any and all
26 necessary approval by the Mayor.

27 
28 Councilmember

29 APPROVED AS TO FORM
30 AND LEGALITY

31 
J. Timothy McCaulay, City Attorney

REFERENCE NO. 863
CU GARAGE
GREASE/OIL

INDEPENDENT CARSTEN'S AERO INDLAND

OILS/CAR/TRUCK

10W/30/CSE	\$8.385	\$11.10	\$11.64	\$10.20
10W/30/DRM	\$120.725	\$159.50	\$136.95	\$126.50
10W/30/BULK	\$2.095	N/B	\$2.49	\$2.25
10W/40/CSE	\$8.685	\$11.19	\$12.12	\$10.20
10W/40/DRM	\$162.225	\$161.15	\$144.65	\$126.50
10W/40/BULK	\$2.195	N/B	\$2.63	\$2.25
20W/40/CSE	\$8.685	N/B	\$11.76	N/B
20W/40/DRM	\$126.225	N/B	\$138.05	N/B
20W/40/BULK	\$2.195	N/B	\$2.51	N/B
20W/50/CSE	N/B	\$11.40	\$12.12	\$10.80
20W/50/DRM	\$137.225	\$165.00	\$144.65	\$181.50
20W/50/BULK	\$2.395	N/B	\$2.63	N/B

HEAVY DUTY OILS

SAE 20/CSE	N/B	\$9.39	\$11.34	\$8.58
SAE 20/DRM	\$120.725	\$139.15	\$130.90	\$141.90
SAE 20/BULK	\$2.095	N/B	\$2.38	N/B
SAE 30/CSE	\$8.385	\$9.45	\$11.34	\$8.58
SAE 30/DRM	\$120.725	\$140.25	\$130.90	\$127.60
SAE 30/BULK	\$2.095	N/B	\$2.38	\$2.22
SAE 15/40/CSE	\$8.685	\$10.65	\$12.00	\$9.78
SAE 15/40/DRM	\$126.225	\$126.50	\$141.35	\$135.30
SAE 15/40/BULK	\$2.195	N/B	\$2.57	\$2.36

API SERVICE

SAE 30/CSE	\$8.385	\$10.14	N/B	\$8.25
SAE 30/DRM	\$120.725	\$152.90	\$127.05	\$137.50
SAE 30/BULK	\$2.095	N/B	\$2.31	N/B

HIGH PERFORMANCE

20W/50/CSE	N/B	\$11.40	\$12.24	\$11.01
20W/50/DRM	\$137.225	\$165.00	\$146.85	\$186.45
20W/50/BULK	\$2.395	N/B	\$2.67	N/B

STROKE OIL

50:1 /QRT	\$1.1575	\$1.075	\$1.0775	\$1.0375
50:1/DRM	\$208.450	\$203.50	N/B	\$212.85
BIA-TCW/QRT	\$1.1575	\$1.075	\$1.2775	\$1.0375
BIA-TCW/DRM	\$208.450	\$203.50	N/B	\$212.85

AUTO TRANSMISSION FLUID

DEXT II/DRM	\$109.725	\$165.00	\$137.50	\$145.20
DEXT II/BULK	\$1.995	\$3.00	\$2.50	\$2.54
FORD/DRM	\$109.725	\$165.00	\$137.50	\$145.20

FORD/BULK	\$1.995	\$3.00	\$2.50	N/B
C-3 10/W/DRM	\$120.725	\$150.15	\$178.20	\$145.20
C-3 10/W/BULK	\$2.095	N/B	N/B	\$2.54
C-3 30/W/DRM	\$120.725	\$152.90	\$130.90	\$147.95
C-3 30/W/BULK	\$2.095	\$2.78	\$2.38	N/B

HYD FLUIDS

HYD/DRM	\$120.725	\$169.95	\$136.40	\$122.10
HYD/BULK	\$2.095	N/B	\$2.48	\$2.12
TRANS/DRM	\$120.725	\$169.95	\$136.40	\$122.10
TRANS/BULK	\$2.095	N/B	\$2.48	\$2.12
IND/DRM	\$79.470	\$133.10	\$126.50	\$74.25
IND/BULK	\$1.395	N/B	\$2.30	\$1.35

GREASES & GEAR LUBES

LITH EP/35#	\$24.150	\$26.75	\$25.73	\$23.90
LITH EP/120#	\$78.000	\$90.00	\$81.60	\$84.20
LITH EP/400#	\$256.000	\$280.00	N/B	\$270.00
LITH EP/14 1/2	\$0.790	\$0.90	\$1.16	\$0.79
LITH NON/35#	\$21.700	N/B	\$23.28	\$22.75
LITH NON/120#	\$69.600	N/B	\$73.20	\$75.50
LITH NON/400#	\$204.000	N/B	\$236.00	\$240.00
LITH NON14 1/2	\$0.770	N/B	\$1.09	\$0.79

API GL-5 GEAR LUBE

80W/90/KEG	\$58.800	\$61.20	\$64.80	\$61.90
80W/90/DRM	\$168.000	\$192.00	\$210.00	\$190.00
85W/140/KEG	\$58.800	\$62.40	\$64.80	\$61.90
85W/140/DRM	\$168.000	\$196.00	\$210.00	\$190.00

MISC PRODUCTS

STODDARD/DRM	\$68.475	\$96.25	N/B	\$376.25
STODDARD/BULK	\$1.195	N/B	N/B	\$6.85
ETHYLENE/DRM	\$384.450	\$412.50	N/B	\$74.25
ETHYLENE/BULK	\$6.890	N/B	N/B	\$1.35
DRUM DEPOSITS	\$20.000	\$22.00	\$15.00	\$15.00

INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET-ROOM 350
PHONE 219-427-1101

BID OPENING DATE 12-8-88 @ 11:00 AM

BID REFERENCE # 863

BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 AM, ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 AM IN THE BOARD OF WORKS AND SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 AM FOR ANY REASON WHATSOEVER."

THIS INVITATION FOR BID IS FOR the 1989 requirements for automotive grease and oil for various City Depts

AND REQUESTED BY City Utilities Garage

PLEASE RETURN THIS FORM AND/OR ANY OF THE OTHER FORMS AS REQUESTED AND HI-LIGHTED ON THE SHEET OF CONTENTS WITH YOUR SEALED BID.

THIS BID REQUIRES A \$500.00 BID BOND OF ALL BIDDERS.
THIS BID REQUIRES A 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: 0 %
IF PAID WITHIN DAYS.

THE CITY OF FORT WAYNE IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS 356-001-255 0013, PRICES SHOULD NOT INCLUDE THESE TAXES.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

Independent Energy Co.
FIRM NAME Div. of Independent Corp.
STREET ADDRESS P. O. Box 957
CITY Ellettsville, IN 47403
BY [Signature] PHONE 800-366-5303
REPRESENTATIVE SIGNATURE

SCHEDULE

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the completed delivery of the supplies.

All supplies and deliveries of supplies will be in accordance with: the IFB, this contract and any applicable plans, specifications, and drawings for a TOTAL PRICE of \$ Per Schedule. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.) The supplies shall be delivered as follows:

5 days ARO

2. Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or "X".)

It is hereby agreed by and between the City of Fort Wayne and contractor that time is of the essence of this agreement, and the contractor agrees that it will deliver the supplies as herein called for on or before the times spelled out in the contract. The parties agree that it is a business and governmental necessity that the supplies be delivered by these dates. The parties agree that in the event the supplies are not delivered by these dates, that it will be difficult or impossible to make an accurate determination of the damages that will be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$ per day as a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay delivery of supplies. Therefore, the parties agree that delays in the dates for delivery of supplies beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not restricted to: Acts of God or of the public enemy, acts of the United States Government, State of Indiana Government and City of Fort Wayne in either its sovereign or contractual capacity, fires, floods, epidemics, guarantee restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond control and without the fault or negligence of the contractor. If the

failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for liquidated damages for failure to perform unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

3. Inspection and Acceptance. Inspection and acceptance shall be conducted by the persons named below. Only these named persons will have the authority to accept or reject the supplies for the City. In the event the individual or individuals listed below are no longer employed by the City or are no longer employed in the position stated, the person or persons assuming their positions will be responsible for the acceptance or rejection.

<u>NAME</u>	<u>TITLE</u>
<u>GLORIA-J. GOEGLEIN</u> (219)427-1101	<u>Director of Purchases</u>
<u>Woody Drudge</u> (219) 427-1235	<u>Director Transportation & Operations</u>

Option Renewal

By mutual agreement between the City of Fort Wayne and the supplier, the contract period may be extended for an additional period not to exceed one (1) year. However, the agreement to extend must be completed in writing not less than fifteen (15) days prior to expiration date. The contract may be extended only at the same price and under the same conditions governing the original contract.

ENGINE OILS

1. PASSENGER CAR AND LIGHT TRUCK. API SERVICE SF/CC MIL-L-46152B. (ESTIMATED ANNUAL QUANTITY - 9,000 GALLONS). BRAND NAME AND PRODUCT NAME MUST BE STATED.

	BRAND/PRODUCT NAME	CASE	DRUM	BULK
A. SAE 10W/30	Starfleet All Season 10-30	\$ 8.385	\$ 120.725	\$ 2.095
B. SAE 10W/40	Starfleet All Season 10-40	\$ 8.685	\$ 126.225	\$ 2.195
C. SAE 20W/40	Starfleet All Season 20-40	\$ 8.685	\$ 126.225	\$ 2.195
D. SAE 20W/50	Starfleet All Season 40-50	\$ N/A	\$ 137.225	\$ 2.395

(Case = 12/1 qts, Drum = 55 gallons)

2. HEAVY DUTY, API SERVICE CD/SF, MIL-L-2104C AND MIL-L-46152B, MAXIMUM SULFATED ASH - -1% BY WEIGHT. (EST. ANNUAL QUANTITY - 9,000 GALLONS)

A. SAE 20	Starfleet Super Premium 20	\$ N/A	\$ 120.725	\$ 2.095
B. SAE 30	Starfleet Super Premium 30	\$ 8.385	\$ 120.725	\$ 2.095
C. SAE 15/40	Starfleet Super Premium 15-40	\$ 8.685	\$ 126.225	\$ 2.195

(Case = 12/1 qts, Drum = 55 gallons)

3. API SERVICE CC. MIL-L-46152B (EST. ANNUAL QUANTITY - 525 GALLONS)

A. SAE 30	Starfleet Premium 30	\$ 8.385	\$ 120.725	\$ 2.095
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(Case = 12/1 qts, Drum = 55 gallons)

4. HIGH PERFORMANCE 20W/50 API SERVICE SF/CC. (EST. ANNUAL QUANTITY - 5,000 GAL.)

A. SAE 20W/50	Starfleet All Season 20-50	\$ N/A	\$ 137.225	\$ 2.395
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5. STROKE OIL FOR CHAINSAWS AND LAWNMOWERS. (EST. QUANTITY - 340 GALLONS)

A. 50:1 OIL	Valvoline
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PLASTIC QUARTS: \$ 1.1575

DRUM: \$ 208.45

B. BIA-TCW OIL	Valvoline
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PLASTIC QUARTS: \$ 1.1575

DRUM: \$ 208.45

AUTOMATIC TRANSMISSION FLUID

1. TRANSMISSION FLUID. (EST. ANNUAL QUANTITY - 2,800 GALLONS)

A. DEXTRON II	Startran D	\$ 109.725	\$ 1.995
B. FORD (TYPE "F")	Startran F	\$ 109.725	\$ 1.995
C. TYPE C-3 10W		\$ 120.725	\$ 2.095
D. TYPE C-3 30W		\$ 120.725	\$ 2.095

HYDRAULIC FLUIDS

1. FOR USE IN HIGH PRESSURE, HIGH SPEED HYDRAULIC SYSTEMS. MEETS SERVICE REQUIREMENTS M2C48A. (EST. ANNUAL QUANTITY - 1,500 GALLONS)

BRAND/PRODUCT NAME	DRUM	BULK
<u>Starfleet All Season 10-30</u>	<u>\$ 120.725</u>	<u>\$ 2.095</u>

2. FOR USE IN TRANSMISSIONS, FINAL DRIVES, AND HYDRAULIC SYSTEMS OF TRACTORS EMPLOYING A COMMON FLUID RESERVOIR. MEETS SERVICE REQUIREMENTS MC2C41A, M2C53A, M2C134B, AND J1C145. EST. ANNUAL QUANTITY 1,500 GALLONS)

<u>Startran Hytrac</u>	<u>\$ 120.725</u>	<u>\$ 2.095</u>
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3. INDUSTRIAL HYDRAULIC OIL OF 200-300 SUS @ 100F WITH RUST AND OXIDATION INHIBITORS AND HAVING A POUR POINT OF -25F OR LOWER. (EST. ANNUAL QUANTITY - 1,200 GALLONS)

<u>Starfleet AW 46</u>	<u>\$ 79.47</u>	<u>\$ 1.395</u>
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GREASES AND GEAR LUBES

1. LITHIUM SOAP GREASE CONTAINING MOLYBDENUM DISULPHIDE NLGI #2, MAY CONTAIN E.P. ADDITIVES. (EST. ANNUAL QUANTITY - 2,900 LBS)

Super Lube M EP-2

35# PAIL	120# KEG	400# DRUM	14 ½ OZ.
<u>\$ 24.15</u>	<u>\$ 78.00</u>	<u>\$ 256.00</u>	<u>\$.7900</u>

2. LITHIUM SOAP GREASE, NON E.P. NLGI #2. (EST. ANNUAL QUANTITY - 1,800 LBS)

Super Lube MP EP-2

35# PAIL	120# KEG	400# DRUM	14 ½ OZ.
<u>\$ 21.70</u>	<u>\$ 69.60</u>	<u>\$ 204.00</u>	<u>\$.7700</u>

3. API GL-5 GEAR LUBE. MIL-L-2105C (EST. QUANTITY - 2,200LBS)

Starlube MP Gear Lube

	120# KEG	400# DRUM
A. SAE 80W/90	<u>\$ 58.80</u>	<u>\$ 168.00</u>
B. SAE 85W/140	<u>\$ 58.80</u>	<u>\$ 168.00</u>

MISCELLANEOUS PRODUCTS

1. STODDARD SOLVENT, MINERAL SPIRITS, MINIMUM 100F FLASHPOINT PREFERABLY MEETING RULE 66 REQUIREMENTS. (EST. ANNUAL QUANTITY - 1,200 GALLONS)

BRAND/PRODUCT NAME	DRUM	BULK
<u>Starsolv 1104</u>	<u>\$ 68.475</u>	<u>\$ 1.195</u>

2. ETHYLENE GLYCOL PERMANENT ANTIFREEZE. WHEN MIXED WITH WATER AT A 50% MIXTURE YIELDS A -34F FREEZING POINT. (EST. ANNUAL QUANTITY - 2,000 GALLONS)

<u>Fullzone</u>	<u>\$ 384.45</u>	<u>\$ 6.89</u>
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DRUM DEPOSITS: \$ 20.00

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Independent Energy Co.
Div. of Independent Corp.

_____, does hereby make the following representations
to the City of Fort Wayne, Indiana.

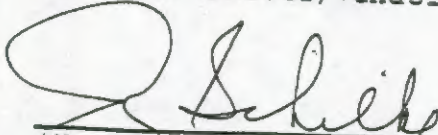
WHEREAS, it is acknowledged that the Common Council
of the City of Fort Wayne, Indiana, has passed an ordinance con-
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,
firms or corporations submitting bids to the City, for goods and
services, certify, as part of the bid, that such entity does not
support the policies of apartheid in South Africa.

The undersigned states, on behalf of Independent Energy Co.,
Div. of Independent Corp., that Independent Energy Co., Div. of Independent Corp.
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed
this 6th day of December, 1988.

Independent Energy Co.
Div. of Independent Corp.
(Name of Bidder/Vendor)


, President
(Name and Title of Person Signing)

Bid or
Proposal
Bond

Westfield Insurance Co.

A Stock Company Westfield Center, Ohio

KNOW ALL MEN BY THESE PRESENTS, THAT WE, Independent Energy Co. Div. of
Independent Corp
as principal, and the WESTFIELD INSURANCE COMPANY, an Ohio Corporation, with Principal
Office at Westfield Center, Ohio, as Surety, are held and firmly bound unto City of Fort Wayne, Ind.
#1 Main St. Fort Wayne Indiana 46802

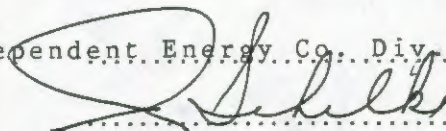
as obligee, in the penal sum of Five Hundred Dollars-----00/100 DOLLARS,
lawful money of the United States of America, for the payment of which, well and truly to be made, we
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

SIGNED, sealed and dated this 8th day of December 1988

WHEREAS the said principal is herewith submitting proposal for Supply of Lubricating
Oil

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if
the said principal shall execute a contract and give bond for the faithful performance thereof within
days after being notified in writing of the award of such contract to principal, or if the
principal or surety shall pay the obligee the sum, not exceeding the penalty hereof, by which the amount
of the contract entered into in good faith covering the said proposal, properly and lawfully executed by
and between the obligee and some third party, may exceed the amount bid by principal, then this
obligation shall be void; otherwise it shall remain in full force and effect.

Independent Energy Co. Div. of Independent Corp.



(L. S.)

WESTFIELD INSURANCE CO.

By Donna Kenska
Donna Kenska Attorney-in-fa



BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: 12-6-88

1. Governmental Unit: City of Ft. Wayne

2. County: Allen

3. Bidder (Firm): Independent Energy Co., Div. of Independent Corp.
Address: P. O. Box 957
City/State: Elyria, OH 44036

4. Telephone Number: 1-800-366-5303

5. Agent of Bidder (if applicable): D. W. Gensert

Pursuant to notices given, the undersigned offers bid(s) to City of Ft. Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

[Signature]
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

OHIO

NON-COLLUSION AFFIDAVIT

STATE OF ~~XINDIANA~~)
LORAIN) SS:
COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Independent Energy Co.
Div. of Independent Corp.
Bidder (Firm)

[Signature]
Signature of Bidder or Agent

Subscribed and sworn to before me this 6th day of December, 1988.

My Commission Expires: 11-2-93
County of Residence: Lorain, Ohio

[Signature]
Notary Public

Liela A. Eshelman
Notary Public Printed Name

General
Power
of Attorney
CERTIFIED COPY

Power No. 326-88

Westfield Insurance Co.

A Stock Company • Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, does by these presents make, constitute and appoint William J. Comerford, John M. Ryan, Donna Kenska, and Paul Shea, jointly or severally

of Elyria and State of Ohio its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, undertakings, and recognizances; provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed TWO MILLION FIVE HUNDRED THOUSAND (\$2,500,000) DOLLARS-----

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of Article IX-A, Section 1, of the Code of Regulations of said Company, which reads as follows:

"The President, any Vice President, or any Secretary shall have the power and authority to appoint Attorneys-in-Fact or Agents with power and authority, as defined or limited in their respective Powers of Attorney, for and on behalf of the Company to execute and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship. Any of said officers may at any time suspend or revoke the power and authority given to any such Attorney-in-Fact or Agent and remove him from office."

"Be It Resolved, that the Code of Regulations of Westfield Insurance Company be, and it hereby is, amended by adding to Section 1 of Article IX-A entitled "Attorneys-in-Fact and Process Agents" ■ second paragraph which shall read as follows:

"Any Assistant Vice President and any Assistant Secretary shall also have the same power and authority that is given in the immediately preceding paragraph to the President, any Vice President, or any Secretary." (Adopted at a meeting held on the 11th day of January, 1977.)

This Power of Attorney and Certificate is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Westfield Insurance Company at a meeting duly called and held on the 9th day of June, 1970:

"Be It Resolved, that the signature of any authorized officer and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

In Witness Whereof, WESTFIELD INSURANCE COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed this 13th day of October, A.D., 1988.

{ Corporate
Seal
Affixed }



WESTFIELD INSURANCE COMPANY

By John Adornetto Vice President

STATE OF OHIO

SS.:

COUNTY OF MEDINA

On this 13th day of October, A.D., 1988, before me personally came John Adornetto, to me known, who, being by me duly sworn, did depose, and say, that he resides in Homerville; that he is Vice President of WESTFIELD INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

{ Notarial
Seal
Affixed }



William J. Kahelin
My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

STATE OF OHIO

SS.:

COUNTY OF MEDINA

Certificate

I, David S. Smith, Jr., Assistant Secretary of the WESTFIELD INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors set out in the power of Attorney are in full force and effect.

DIGEST SHEET

TITLE OF ORDINANCE: Special

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of Reference No. 863 with respect to the purchase of grease/oil for the City fleet through the CU Garage for 1989. The cost reflects the lowest and most responsible vendor.

EFFECT OF PASSAGE: The CU Garage will be able to maintain the City fleet for all grease/oil maintenance for 1989.

EFFECT OF NON-PASSAGE: Without the purchase of these materials, downtime of equipment and vehicles would result in lost production and services to the citizens of Ft Wayne.

MONIES INVOLVED: Independent Oil \$25000.00+/-

SOURCE OF FUNDING: City Utilities Garage
Fund Line: 702-803-G154-4239

REFERENCE NO. 863

CU GARAGE

GREASE/OIL

INDEPENDENT CARSTEN'S AERO INDLAND

OILS/CAR/TRUCK

10W/30/CSE	\$8.385	\$11.10	\$11.64	\$10.20
10W/30/DRM	\$120.725	\$159.50	\$136.95	\$126.50
10W/30/BULK	\$2.095	N/B	\$2.49	\$2.25
10W/40/CSE	\$8.685	\$11.19	\$12.12	\$10.20
10W/40/DRM	\$162.225	\$161.15	\$144.65	\$126.50
10W/40/BULK	\$2.195	N/B	\$2.63	\$2.25
20W/40/CSE	\$8.685	N/B	\$11.76	N/B
20W/40/DRM	\$126.225	N/B	\$138.05	N/B
20W/40/BULK	\$2.195	N/B	\$2.51	N/B
20W/50/CSE	N/B	\$11.40	\$12.12	\$10.80
20W/50/DRM	\$137.225	\$165.00	\$144.65	\$181.50
20W/50/BULK	\$2.395	N/B	\$2.63	N/B

HEAVY DUTY OILS

SAE 20/CSE	N/B	\$9.39	\$11.34	\$8.58
SAE 20/DRM	\$120.725	\$139.15	\$130.90	\$141.90
SAE 20/BULK	\$2.095	N/B	\$2.38	N/B
SAE 30/CSE	\$8.385	\$9.45	\$11.34	\$8.58
SAE 30/DRM	\$120.725	\$140.25	\$130.90	\$127.60
SAE 30/BULK	\$2.095	N/B	\$2.38	\$2.22
SAE 15/40/CSE	\$8.685	\$10.65	\$12.00	\$9.78
SAE 15/40/DRM	\$126.225	\$126.50	\$141.35	\$135.30
SAE 15/40/BULK	\$2.195	N/B	\$2.57	\$2.36

API SERVICE

SAE 30/CSE	\$8.385	\$10.14	N/B	\$8.25
SAE 30/DRM	\$120.725	\$152.90	\$127.05	\$137.50
SAE 30/BULK	\$2.095	N/B	\$2.31	N/B

HIGH PERFORMANCE

20W/50/CSE	N/B	\$11.40	\$12.24	\$11.01
20W/50/DRM	\$137.225	\$165.00	\$146.85	\$186.45
20W/50/BULK	\$2.395	N/B	\$2.67	N/B

STROKE OIL

50:1 /QRT	\$1.1575	\$1.075	\$1.0775	\$1.0375
50:1/DRM	\$208.450	\$203.50	N/B	\$212.85
BIA-TCW/QRT	\$1.1575	\$1.075	\$1.2775	\$1.0375
BIA-TCW/DRM	\$208.450	\$203.50	N/B	\$212.85

AUTO TRANSMISSION FLUID

DEXT II/DRM	\$109.725	\$165.00	\$137.50	\$145.20
DEXT II/BULK	\$1.995	\$3.00	\$2.50	\$2.54
FORD/DRM	\$109.725	\$165.00	\$137.50	\$145.20

FORD/BULK	\$1.995	\$3.00	\$2.50	N/B
C-3 10/W/DRM	\$120.725	\$150.15	\$178.20	\$145.20
C-3 10/W/BULK	\$2.095	N/B	N/B	\$2.54
C-3 30/W/DRM	\$120.725	\$152.90	\$130.90	\$147.95
C-3 30/W/BULK	\$2.095	\$2.78	\$2.38	N/B

HYD FLUIDS

HYD/DRM	\$120.725	\$169.95	\$136.40	\$122.10
HYD/BULK	\$2.095	N/B	\$2.48	\$2.12
TRANS/DRM	\$120.725	\$169.95	\$136.40	\$122.10
TRANS/BULK	\$2.095	N/B	\$2.48	\$2.12
IND/DRM	\$79.470	\$133.10	\$126.50	\$74.25
IND/BULK	\$1.395	N/B	\$2.30	\$1.35

GREASES & GEAR LUBES

LITH EP/35#	\$24.150	\$26.75	\$25.73	\$23.90
LITH EP/120#	\$78.000	\$90.00	\$81.60	\$84.20
LITH EP/400#	\$256.000	\$280.00	N/B	\$270.00
LITH EP/14 1/2	\$0.790	\$0.90	\$1.16	\$0.79
LITH NON/35#	\$21.700	N/B	\$23.28	\$22.75
LITH NON/120#	\$69.600	N/B	\$73.20	\$75.50
LITH NON/400#	\$204.000	N/B	\$236.00	\$240.00
LITH NON14 1/2	\$0.770	N/B	\$1.09	\$0.79

API GL-5 GEAR LUBE

80W/90/KEG	\$58.800	\$61.20	\$64.80	\$61.90
80W/90/DRM	\$168.000	\$192.00	\$210.00	\$190.00
85W/140/KEG	\$58.800	\$62.40	\$64.80	\$61.90
85W/140/DRM	\$168.000	\$196.00	\$210.00	\$190.00

MISC PRODUCTS

STODDARD/DRM	\$68.475	\$96.25	N/B	\$376.25
STODDARD/BULK	\$1.195	N/B	N/B	\$6.85
ETHYLENE/DRM	\$384.450	\$412.50	N/B	\$74.25
ETHYLENE/BULK	\$6.890	N/B	N/B	\$1.35
DRUM DEPOSITS	\$20.000	\$22.00	\$15.00	\$15.00

INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET-ROOM 350
PHONE 219-427-1101

BID OPENING DATE 12-8-88 @ 11:00 AM

BID REFERENCE # 863

BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 AM, ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 AM IN THE BOARD OF WORKS AND SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 AM FOR ANY REASON WHATSOEVER."

THIS INVITATION FOR BID IS FOR the 1989 requirements for automotive grease and oil for various City Depts

AND REQUESTED BY City Utilities Garage

PLEASE RETURN THIS FORM AND/OR ANY OF THE OTHER FORMS AS REQUESTED AND HI-LIGHTED ON THE SHEET OF CONTENTS WITH YOUR SEALED BID.

THIS BID REQUIRES A \$500.00 BID BOND OF ALL BIDDERS.
THIS BID REQUIRES A 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: 0 %
IF PAID WITHIN DAYS.

THE CITY OF FORT WAYNE IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS 356-001-255 0013, PRICES SHOULD NOT INCLUDE THESE TAXES.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Independent Energy Co.
Div. of Independent Corp.
STREET ADDRESS P. O. Box 957
CITY Ellettsville, OH 44036
BY [Signature] PHONE 800-366-5303
REPRESENTATIVE SIGNATURE

SCHEDULE

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the completed delivery of the supplies.

All supplies and deliveries of supplies will be in accordance with: the IFB, this contract and any applicable plans, specifications, and drawings for a TOTAL PRICE of \$ Per Schedule. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.) The supplies shall be delivered as follows:

5 days ARO

2. Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or "X".)

It is hereby agreed by and between the City of Fort Wayne and contractor that time is of the essence of this agreement, and the contractor agrees that it will deliver the supplies as herein called for on or before the times spelled out in the contract. The parties agree that it is a business and governmental necessity that the supplies be delivered by these dates. The parties agree that in the event the supplies are not delivered by these dates, that it will be difficult or impossible to make an accurate determination of the damages that will be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$ per day as a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay delivery of supplies. Therefore, the parties agree that delays in the dates for delivery of supplies beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not restricted to: Acts of God or of the public enemy, acts of the United States Government, State of Indiana Government and City of Fort Wayne in either its sovereign or contractual capacity, fires, floods, epidemics, guarantee restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond control and without the fault or negligence of the contractor. If the

failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for liquidated damages for failure to perform unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

3. Inspection and Acceptance. Inspection and acceptance shall be conducted by the persons named below. Only these named persons will have the authority to accept or reject the supplies for the City. In the event the individual or individuals listed below are no longer employed by the City or are no longer employed in the position stated, the person or persons assuming their positions will be responsible for the acceptance or rejection.

<u>NAME</u>	<u>TITLE</u>
GLORIA-J. GOEGLEIN (219)427-1101	<u>Director of Purchases</u>
Woody Drudge (219) 427-1235	<u>Director Transportation & Operations</u>

Option Renewal

By mutual agreement between the City of Fort Wayne and the supplier, the contract period may be extended for an additional period not to exceed one (1) year. However, the agreement to extend must be completed in writing not less than fifteen (15) days prior to expiration date. The contract may be extended only at the same price and under the same conditions governing the original contract.

ENGINE OILS

1. PASSENGER CAR AND LIGHT TRUCK. API SERVICE SF/CC MIL-L-46152B. (ESTIMATED ANNUAL QUANTITY - 9,000 GALLONS). BRAND NAME AND PRODUCT NAME MUST BE STATED.

	BRAND/PRODUCT NAME	CASE	DRUM	BULK
A. SAE 10W/30	Starfleet All Season 10-30	\$ 8.385	\$120.725	\$ 2.095
B. SAE 10W/40	Starfleet All Season 10-40	\$ 8.685	\$126.225	\$ 2.195
C. SAE 20W/40	Starfleet All Season 20-40	\$ 8.685	\$126.225	\$ 2.195
D. SAE 20W/50	Starfleet All Season 40-50	\$ N/A	\$137.225	\$ 2.395

(Case = 12/1 qts, Drum = 55 gallons)

2. HEAVY DUTY, API SERVICE CD/SF, MIL-L-2104C AND MIL-L-46152B, MAXIMUM SULFATED ASH - -1% BY WEIGHT. (EST. ANNUAL QUANTITY - 9,000 GALLONS)

A. SAE 20	Starfleet Super Premium 20	\$ N/A	\$120.725	\$ 2.095
B. SAE 30	Starfleet Super Premium 30	\$ 8.385	\$120.725	\$ 2.095
C. SAE 15/40	Starfleet Super Premium 15-40	\$ 8.685	\$126.225	\$ 2.195

(Case = 12/1 qts, Drum = 55 gallons)

3. API SERVICE CC. MIL-L-46152B (EST. ANNUAL QUANTITY - 525 GALLONS)

A. SAE 30	Starfleet Premium 30	\$ 8.385	\$120.725	\$ 2.095
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(Case = 12/1 qts, Drum = 55 gallons)

4. HIGH PERFORMANCE 20W/50 API SERVICE SF/CC. (EST. ANNUAL QUANTITY - 5,000 GAL.)

A. SAE 20W/50	Starfleet All Season 20-50	\$ N/A	\$137.225	\$ 2.395
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5. STROKE OIL FOR CHAINSAWS AND LAWNMOWERS. (EST. QUANTITY - 340 GALLONS)

A. 50:1 OIL	Valvoline
	PLASTIC QUARTS: \$ 1.1575
	DRUM: \$ 208.45
B. BIA-TCW OIL	Valvoline
	PLASTIC QUARTS: \$ 1.1575
	DRUM: \$ 208.45

AUTOMATIC TRANSMISSION FLUID

1. TRANSMISSION FLUID. (EST. ANNUAL QUANTITY - 2,800 GALLONS)

A. DEXTRON II	Startran D	\$109.725	\$ 1.995
B. FORD (TYPE "F")	Startran F	\$109.725	\$ 1.995
C. TYPE C-3 10W		\$120.725	\$ 2.095
D. TYPE C-3 30W		\$120.725	\$ 2.095

HYDRAULIC FLUIDS

1. FOR USE IN HIGH PRESSURE, HIGH SPEED HYDRAULIC SYSTEMS. MEETS SERVICE REQUIREMENTS M2C48A. (EST. ANNUAL QUANTITY - 1,500 GALLONS)

BRAND/PRODUCT NAME	DRUM	BULK
<u>Starfleet All Season 10-30</u>	<u>\$ 120.725</u>	<u>\$ 2.095</u>

2. FOR USE IN TRANSMISSIONS, FINAL DRIVES, AND HYDRAULIC SYSTEMS OF TRACTORS EMPLOYING A COMMON FLUID RESERVOIR. MEETS SERVICE REQUIREMENTS MC2C41A, M2C53A, M2C134B, AND J1C145. (EST. ANNUAL QUANTITY 1,500 GALLONS)

<u>Startran Hytrac</u>	<u>\$ 120.725</u>	<u>\$ 2.095</u>
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3. INDUSTRIAL HYDRAULIC OIL OF 200-300 SUS @ 100F WITH RUST AND OXIDATION INHIBITORS AND HAVING A POUR POINT OF -25F OR LOWER. (EST. ANNUAL QUANTITY - 1,200 GALLONS)

<u>Starfleet AW 46</u>	<u>\$ 79.47</u>	<u>\$ 1.395</u>
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GREASES AND GEAR LUBES

1. LITHIUM SOAP GREASE CONTAINING MOLYBDENUM DISULPHIDE NLGI #2, MAY CONTAIN E.P. ADDITIVES. (EST. ANNUAL QUANTITY - 2,900 LBS)

Super Lube M EP-2

35# PAIL	120# KEG	400# DRUM	14 ½ OZ.
<u>\$ 24.15</u>	<u>\$ 78.00</u>	<u>\$ 256.00</u>	<u>\$.7900</u>

2. LITHIUM SOAP GREASE, NON E.P. NLGI #2. (EST. ANNUAL QUANTITY - 1,800 LBS)

Super Lube MP EP-2

35# PAIL	120# KEG	400# DRUM	14 ½ OZ.
<u>\$ 21.70</u>	<u>\$ 69.60</u>	<u>\$ 204.00</u>	<u>\$.7700</u>

3. API GL-5 GEAR LUBE. MIL-L-2105C (EST. QUANTITY - 2,200LBS)

Starlube MP Gear Lube

	120# KEG	400# DRUM
A. SAE 80W/90	<u>\$ 58.80</u>	<u>\$ 168.00</u>
B. SAE 85W/140	<u>\$ 58.80</u>	<u>\$ 168.00</u>

MISCELLANEOUS PRODUCTS

1. STODDARD SOLVENT, MINERAL SPIRITS, MINIMUM 100F FLASHPOINT PREFERABLY MEETING RULE 66 REQUIREMENTS. (EST. ANNUAL QUANTITY - 1,200 GALLONS)

BRAND/PRODUCT NAME	DRUM	BULK
<u>Starsolv 1104</u>	<u>\$ 68.475</u>	<u>\$ 1.195</u>

2. ETHYLENE GLYCOL PERMANENT ANTIFREEZE. WHEN MIXED WITH WATER AT A 50% MIXTURE YIELDS A -34F FREEZING POINT. (EST. ANNUAL QUANTITY - 2,000 GALLONS)

<u>Fullzone</u>	<u>\$ 384.45</u>	<u>\$ 6.89</u>
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DRUM DEPOSITS: \$ 20.00

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Independent Energy Co.
Div. of Independent Corp.

_____, does hereby make the following representations
to the City of Fort Wayne, Indiana.

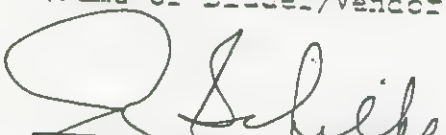
WHEREAS, it is acknowledged that the Common Council
of the City of Fort Wayne, Indiana, has passed an ordinance con-
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,
firms or corporations submitting bids to the City, for goods and
services, certify, as part of the bid, that such entity does not
support the policies of apartheid in South Africa.

The undersigned states, on behalf of Independent Energy Co.,
Div. of Independent Corp., that Independent Energy Co., Div. of Independent Corp.
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed
this 6th day of December, 1988.

Independent Energy Co.
Div. of Independent Corp.
(Name of Bidder/Vendor)


, President
(Name and Title of Person Signing)

Bid or
Proposal
Bond

Westfield Insurance Co.

A Stock Company Westfield Center, Ohio

KNOW ALL MEN BY THESE PRESENTS, THAT WE, Independent Energy Co. Div. of
Independent Corp
as principal, and the WESTFIELD INSURANCE COMPANY, an Ohio Corporation, with Principal
Office at Westfield Center, Ohio, as Surety, are held and firmly bound unto City of Fort Wayne, Ind.
#1 Main St. Fort Wayne Indiana 46802

as obligee, in the penal sum of Five Hundred Dollars-----00/100 DOLLARS,
lawful money of the United States of America, for the payment of which, well and truly to be made, we
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

SIGNED, sealed and dated this 8th day of December 1988

WHEREAS the said principal is herewith submitting proposal for Supply of Lubricating
Oil

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if
the said principal shall execute a contract and give bond for the faithful performance thereof within
days after being notified in writing of the award of such contract to principal, or if the
principal or surety shall pay the obligee the sum, not exceeding the penalty hereof, by which the amount
of the contract entered into in good faith covering the said proposal, properly and lawfully executed by
and between the obligee and some third party, may exceed the amount bid by principal, then this
obligation shall be void; otherwise it shall remain in full force and effect.

Independent Energy Co. Div. of Independent Corp.
.....(L. S.)

WESTFIELD INSURANCE CO.

By 
Donna Kenska Attorney-in-fa



Westfield Insurance Co.

A Stock Company • Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, does by these presents make, constitute and appoint William J. Comerford, John M. Ryan, Donna Kenska, and Paul Shea, jointly or severally

of Elyria and State of Ohio its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, undertakings, and recognizances; provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed TWO MILLION FIVE HUNDRED THOUSAND (\$2,500,000) DOLLARS

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of Article IX-A, Section 1, of the Code of Regulations of said Company, which reads as follows:

"The President, any Vice President, or any Secretary shall have the power and authority to appoint Attorneys-in-Fact or Agents with power and authority, as defined or limited in their respective Powers of Attorney, for and on behalf of the Company to execute and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship. Any of said officers may at any time suspend or revoke the power and authority given to any such Attorney-in-Fact or Agent and remove him from office."

"Be It Resolved, that the Code of Regulations of Westfield Insurance Company be, and it hereby is, amended by adding to Section 1 of Article IX-A entitled "Attorneys-in-Fact and Process Agents" a second paragraph which shall read as follows:

"Any Assistant Vice President and any Assistant Secretary shall also have the same power and authority that is given in the immediately preceding paragraph to the President, any Vice President, or any Secretary." (Adopted at a meeting held on the 11th day of January, 1977.)

This Power of Attorney and Certificate is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Westfield Insurance Company at a meeting duly called and held on the 9th day of June, 1970:

"Be It Resolved, that the signature of any authorized officer and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

In Witness Whereof, WESTFIELD INSURANCE COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed this 13th day of October A.D., 19 .. 88. .

{ Corporate
Seal
Affixed }



WESTFIELD INSURANCE COMPANY

By
John Adornetto Vice President

STATE OF OHIO

SS.:

COUNTY OF MEDINA

On this 13th day of October A.D., 19 .. 88, before me personally came John Adornetto, to me known, who, being by me duly sworn, did depose, and say, that he resides in Homerville; that he is Vice President of WESTFIELD INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

{ Notarial
Seal
Affixed }



William J. Kahelin

Notary Public
My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

STATE OF OHIO

SS.:

COUNTY OF MEDINA

Certificate

I, David S. Smith, Jr., Assistant Secretary of the WESTFIELD INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the power of Attorney are in full force and effect.

Read the first time in full and on motion by Burns, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee on City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATED: 12-27-88

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by GiaQuinta, seconded by Bradbury, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	<u>7</u>			<u>2</u>
<u>BRADBURY</u>	<u>✓</u>			
<u>BURNS</u>	<u>✓</u>			
<u>GiaQUINTA</u>	<u>✓</u>			
<u>HENRY</u>	<u>✓</u>			
<u>LONG</u>	<u>✓</u>			
<u>REDD</u>	<u>✓</u>			
<u>SCHMIDT</u>				
<u>STIER</u>				<u>✓</u>
<u>TALARICO</u>	<u>✓</u>			<u>✓</u>

DATED: 1-10-89

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. S-11-89

on the 10th day of January, 1989,

Sandra E. Kennedy ATTEST
SANDRA E. KENNEDY, CITY CLERK

SEAL
Charles S. Reed
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day of January, 1989, at the hour of 11:00 o'clock 7 M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 15th day of January,

19 89, at the hour of 4:00 o'clock P M. E. S. T.

DIGEST SHEET

J-88-12-36

TITLE OF ORDINANCE: Special

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of Reference No. 863 with respect to the purchase of grease/oil for the City fleet through the CU Garage for 1989. The cost reflects the lowest and most responsible vendor.

EFFECT OF PASSAGE: The CU Garage will be able to maintain the City fleet for all grease/oil maintenance for 1989.

EFFECT OF NON-PASSAGE: Without the purchase of these materials, downtime of equipment and vehicles would result in lost production and services to the citizens of Ft Wayne.

MONIES INVOLVED: Independent Oil \$25000.00+/-

SOURCE OF FUNDING: City Utilities Garage
Fund Line: 702-803-G154-4239

BILL NO. S-88-12-36

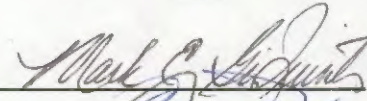
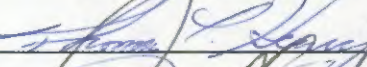


REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS
REFERRED AN (ORDINANCE) ^{XXXXXXXXXX} (RESOLUTION) approving the
awarding of Reference #863 by the City of Fort Wayne, Indiana,
by and through its Department of Purchasing and Independent Energy
Co. for the City Utilities Garage

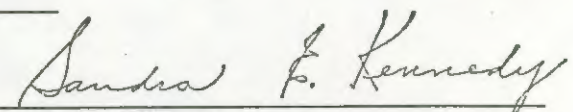
HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

YES

NO

	MARK E. GiaQUINTA	_____
	CHAIRMAN	_____
	THOMAS C. HENRY	_____
	VICE CHAIRMAN	_____
	DAVID C. LONG	_____
	PAUL M. BURNS	_____
	SAMUEL J. TALARICO	_____

CONCURRED IN 1-3-89


Sandra E. Kennedy
City Clerk